

**SERIAL 06062 S TRUCK AND VAN RENTAL SERVICES - ELECTIONS DEPARTMENT**

**DATE OF LAST REVISION: May 16, 2007**

**CONTRACT END DATE: July 31, 2009**

**CONTRACT PERIOD THROUGH JULY 31, 2009**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **TRUCK AND VAN RENTAL SERVICES - ELECTIONS DEPARTMENT**  
(NIGP CODE 97586)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 13, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to: Clerk of the Board  
Ken Stahli, Elections  
Materials Management

(Please remove Serial 03105-S from your contract notebooks)

**INVITATION FOR BID FOR: TRUCK AND VAN RENTAL SERVICES - ELECTIONS DEPARTMENT**

**1.0 INTENT:**

The intent of this solicitation is to establish multiple contracts under which the Maricopa County Elections Department (County) may rent various trucks & vans on an 'as-needed' basis.

**2.0 SPECIFICATIONS:**

- 2.1 The Contractor shall provide all routine and regular maintenance and service, except those repairs or replacements of parts caused by misuse, accident, or negligence on the part of the County.
- 2.2 Prior to taking possession of the vehicle, the County and the Contractor shall inspect the vehicles for any damage. Should there be any damage, such damage shall be noted on the Contractor's rental agreement document by the Contractor and signed by an authorized County agent. Any damage to the vehicle from the date of the rental, except as noted will be the responsibility of the County.
- 2.3 For damages caused by misuse, accident or negligence by the County, an appraiser under contract to the County, in conjunction with the Maricopa County Risk Management Department, shall have the right to appraise the damage and obtain a price for repairing such damage at a shop of the County's choice. In the event of a dispute regarding any vehicle damage and responsibility, the appraiser shall make the final determination.
- 2.4 Contractor shall ensure vehicles are reasonably clean and fully inspected at the time of pick up and upon return by County. The County will not be responsible for any latent damages or defects discovered after the Contractor has inspected the returned vehicle(s).
- 2.5 In the event regular or scheduled maintenance is necessary, a mutually acceptable replacement vehicle must be provided immediately, if requested by the County.
- 2.6 In the event of any unscheduled repairs or a break down of a vehicle, the Contractor will replace the vehicle with a like vehicle within four (4) hours. The Contractor is responsible for towing/transporting vehicle to their service shop, except for disability arising from accident, misuse or negligence by the County.
- 2.7 Contractor must provide a toll-free telephone number for reporting maintenance/break downs.
- 2.8 For damage covered under warranty, the Contractor shall make arrangements for the vehicle to be towed/transported to their service shop for repairs.
  - 2.8.1 ~~The County shall have the option to have the vehicle repaired at a shop of its choice, and to pay the County chosen repair facility directly.~~ For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity. Maricopa County is insured for auto liability including vehicle physical damage liability for \$25,000,000 subject to \$1,000,000 self-insured retention.
- 2.9 Only authorized Maricopa County employees will be permitted to operate the rented vehicles. A list of qualified County employees will be provided Contractor upon request.
- 2.10 The County may retain vehicles on a daily, weekly, or monthly basis. If a vehicle is retained longer than the previously agreed upon period of time, the next longest-term rate shall be applicable (e.g. If the County rents a vehicle at a daily rate and keeps the vehicle for a week then the weekly rate shall be charged.).
- 2.11 Contractor shall invoice the County for rental services on a monthly basis.

- 2.12 The Contractor shall make available to the County at the beginning of this Contract, trucks or vans that are of the current or prior model year with mileage not to exceeding 80,000 miles. The County will have the option to trade/exchange-out for newer model year, if required.
- 2.13 All trucks or vans must be capable of being loaded and unloaded at an industry-standard dock that is 48 inches high and equipped with a dock plate that is 72 inches wide with a dock plate extension that is 16 inches long.
- 2.13.1 There can be no extensions or other equipment that would preclude dock plate extensions from reaching a safe point inside the cargo box.
- 2.13.2 There must be no obstacles that would prohibit rolling stock from being loaded and unloaded on and off the cargo box.
- 2.14 Contractor will provide the County a twenty-four (24) hour toll-free number for vehicle ordering. Maximum vehicle delivery period shall not exceed twenty-four (24) hours after Contractor receipt of order.
- 2.15 For services under this Contract, Contractor shall have one (1) centralized pick-up and drop-off facility ~~in the Phoenix Metro area~~ **within a 20-mile radius of 320 West Lincoln Street.**
- 2.16 The Contractor shall provide trucks with a full tank of fuel. The County will return the vehicle with a full tank of fuel. If the County fails to return a vehicle with a full tank of fuel, the Contractor may charge a per-gallon fee, ~~not to exceed the per gallon price provided in Attachment "A", Pricing~~ **only if more than two (2) gallons are required to top-off fuel tank of 15% over Contractor's current retail fuel price. A fuel tank shall be considered "full" at the first "click" of the fuel nozzle and shall be verified by the County employee returning the vehicle.**
- 2.17 TRAINING:
- The Contractor shall provide training sufficient to orient County employees to safely operate both the rented vehicle and associated equipment.
- 2.18 INVOICES AND PAYMENTS:
- 2.18.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
- 2.18.1.1 Company name, address and contact
  - 2.18.1.2 County bill-to name and contact information
  - 2.18.1.3 Contract Serial Number
  - 2.18.1.4 County purchase order number
  - 2.18.1.5 Invoice number and date
  - 2.18.1.6 Payment terms
  - 2.18.1.7 Date of service or delivery
  - 2.18.1.8 Quantity (number of days or weeks)
  - 2.18.1.9 Contract Item number(s)
  - 2.18.1.10 Description of Purchase (product or services)
  - 2.18.1.11 Pricing per unit of purchase
  - 2.18.1.12 Freight (if applicable)
  - 2.18.1.13 Extended price
  - 2.18.1.14 Mileage w/rate (if applicable)
  - 2.18.1.15 Arrival and completion time (if applicable)
  - 2.18.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.18.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.18.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.19 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.10 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed vehicle availability and delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make vehicles available as stated within this Contract. Any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or

injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### 3.5 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certificate(s) of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policy required by this Contract shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policy required hereunder shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverage:

#### 3.5.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Certificates of Insurance.

3.5.2.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.2.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 REQUIREMENTS CONTRACT:

3.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.6.3 Contractor agrees to accept oral cancellation of purchase orders.

3.7 NO GUARANTEED QUANTITIES:

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under this Contract

3.8 ORDERING AUTHORITY:

3.8.1 Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Contractor. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Department of Materials Management  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

David M. LaFond, Procurement Officer, 602-506-3248  
[lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 EVALUATION CRITERIA:

3.10.1 The evaluation of Bids will be based on, but will not be limited to, the following:

- 3.10.1.1 Compliance with specifications.
- 3.10.1.2 Price.
- 3.10.1.3 Determination of Responsibility.

3.10.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents shall provide one (1) original hardcopy (labeled), one (1) hardcopy copy and one (1) electronic copy, including pricing, on CD.** Respondents are to identify their responses with the

bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

**Respondents shall provide a current list defining vehicle inventory / availability with the bid.**

3.13 RESPONDENT REVIEW OF DOCUMENTS:

The Respondent must review its Bid submission to assure the following requirements are met.

3.13.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy copy and one (1) electronic copy on a CD, including pricing;

3.13.2 **Mandatory:** Attachment "A", Pricing;

3.13.3 **Mandatory:** Attachment "B", Agreement;

3.13.4 **Mandatory:** Attachment "C", References; and

3.13.5 **Mandatory:** List of inventory availability.

3.14 POST AWARD MEETING:

The Contractor(s) shall be required to attend a post-award meeting with the Elections Department to discuss the terms, conditions and operations of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.



**ENTERPRISE RENT-A-CAR, 1444 W. AUTO DRIVE, TEMPE, AZ 85284**

ACCEPT PROCUREMENT CARD: YES

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO 0 % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)INTERNET ORDERING CAPABILITY: \_\_\_X\_\_\_ YES - **VANS** \_\_\_X\_\_\_ NO - **TRUCKS**        % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

<u>ITEM DESCRIPTION</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
<b>1.0 TRUCK</b>			
1.1 16-Foot with Liftgate	<u>\$ 59.54</u>	<u>\$ 297.68</u>	<u>\$ 1,280.06</u>
1.1.1 Mileage	<u>\$ 0.15 /Per Mile</u>		
<b>2.0 VAN</b>			
2.1 15-Passenger	<u>\$ 88.83</u>	<u>\$ 487.60</u>	<u>\$ 1,656.90</u>
2.1.1 Mileage	<u>\$ 0.15 / Per Mile</u>		
2.2 Cargo	<u>\$ 60.05</u>	<u>\$ 325.46</u>	<u>\$ 1,065.15</u>
2.2.1 Mileage	<u>\$ 0.15 / Per Mile</u>		

15 Passenger and Cargo Vans come with unlimited miles daily and weekly with a 3,000 cap for Monthly.

**NOTE 1: Respondents are not required to provide prices for every item.****NOTE 2: Respondents must provide inventory availability with bid to be considered responsive.****PRICING SHEET: ~~S075102/B0604637~~ NIGP CODE 9758602**

Terms: NET 30

Vendor Number: W000007239 X

Telephone Number: 480/705-5005

Fax Number: 480/496-6819

Contact Person: William Withington

E-mail Address: [William.R.Withington@erac.com](mailto:William.R.Withington@erac.com)

Company Web Site: [www.enterprise.com](http://www.enterprise.com)

Contract Period: To cover the period ending **July 31, 2009.**

**PENSKE TRUCK LEASING, 2219 S. 2<sup>ND</sup> PLACE, PHOENIX, AZ 85004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: YES

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO 0 % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)INTERNET ORDERING CAPABILITY: \_\_X\_\_ YES \_\_0\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

<u>ITEM DESCRIPTION</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
<b>1.0 TRUCK</b>			
1.1 16-Foot with Liftgate	<u>\$ 58.80</u>	<u>\$ 294.00</u>	<u>\$ 1,256.41</u>
1.1.1 Mileage	<u>\$ 0.10 /Per Mile</u>		
1.2 18-Foot with Liftgate	<u>\$ 58.80</u>	<u>\$ 294.00</u>	<u>\$1,256.41</u>
2.2.1 Mileage	<u>\$ 0.10 / Per Mile</u>		
<b>2.0 VAN</b>			
2.2 Cargo	<u>\$ 41.46</u>	<u>\$ 207.21</u>	<u>\$ 878.56</u>
2.2.1 Mileage	<u>\$ FREE / Per Mile</u>		

**NOTE 1: Respondents are not required to provide prices for every item.****NOTE 2: Respondents must provide inventory availability with bid to be considered responsive.****PRICING SHEET: ~~S075102/B0604637~~ NIGP CODE 9758602**

Terms: NET 30

Vendor Number: W000002179 X

Telephone Number: 602/258-3332

Fax Number: 602/255-6235

Contact Person: Brandon Nueman

E-mail Address: [Brandon.Nueman@penske.com](mailto:Brandon.Nueman@penske.com)

Company Web Site: [www.pensketruckrental.com](http://www.pensketruckrental.com)

Contract Period: To cover the period ending **July 31, 2009.**